

1 Elias Stavrinides
2 Kristi Stavrinides
3 1077 Hawthorne Cir.
4 Rohnert Park, CA 94928
5 707-483-7093
6 Plaintiffs in Pro Se

FILED

OCT - 5 2017

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

11 **CV 17 5742 DMR**

12 Elias Stavrinides,
13 Kristi Stavrinides,

14 Plaintiffs,

15 vs.

16 Vin Di Bona, individually,
17 CARA COMMUNICATIONS CORPORATION
18 d/b/a/ Vin Di Bona Productions,

19 Defendants.

Case No.

VERIFIED COMPLAINT FOR

**1. COPYRIGHT INFRINGEMENT;
2. UNFAIR BUSINESS PRACTICES;
3. ACCOUNTING;
4. DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

22
23 Plaintiffs, Elias & Kristi Stavrinides ("Plaintiffs") for their Complaint against Defendants, Vin Di
24 Bona, an individual, CARA COMMUNICATIONS CORPORATION d/b/a/ Vin Di Bona
25 Productions, alleges:

26 **JURISDICTION AND VENUE**

27 1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C.
28

1 1331 and 1338(a) as to the First Claim for Relief. This Court has supplemental jurisdiction over the
2 subject matter of the Second through Fourth Claims for relief as these claims are so related to the
3 federal claim that they form part of the same case or controversy and that jurisdiction arises under
4 Cal. Civ. Pro. §410.10. Defendants conduct business in the state of California and therefore, personal
5 jurisdiction is established.
6

7 2. Venue is proper pursuant to 28 U.S.C. §1391b and Cal. Civ. Pro. §395(a). Venue in
8 this District is proper in that the Plaintiff resides here, the Defendant transacts business here, and the
9 conduct complained of occurred here. This Court has personal jurisdiction over all the Defendants by
10 virtue of their transacting, doing, and soliciting business in this District, and because a substantial
11 part of the relevant events occurred in this District and because a substantial part of the property that
12 is the subject of this action is situated here.
13

14 THE PARTIES

15 3. Plaintiff Elias Stavrinides (hereinafter "ELIAS") is an individual living in the City of
16 Rohnert Park, County of Sonoma, State of California. Plaintiff is husband to Kristi Stavrinides who
17 creates, writes and directs videos with her beloved animals. Sometimes Elias Stavrinides will hold
18 camera or video equipment to shoot "joint works" videos with wife Kristi.
19

20 4. Plaintiff Kristi Stavrinides (hereinafter "KRISTI") is an individual doing business in
21 the City of Rohnert Park, County of Sonoma, State of California. Plaintiff is wife to Plaintiff Elias
22 Stavrinides and creates, writes and directs videos of her animals. Sometimes Kristi Stavrinides will
23 have her husband Elias Stavrinides assist "joint works" with the shooting of her videos.
24

25 5. Taken together, both Plaintiffs "ELIAS" and "KRISTI" are referred to in this
26 complaint hereinafter as "PLAINTIFFS".
27
28

1 6. On information and belief, defendant CARA COMMUNICATIONS
2 CORPORATION, is a Corporation duly organized and existing under the laws of the State of
3 California (Corp #C1654058) doing business at 12233 West Olympic Blvd, Suite 170, Los Angeles,
4 CA 90064, in the County of Los Angeles, State of California with Agent for service of process
5 ERNEST DEL, at 2120 Colorado Avenue, Suite 200, Santa Monica, CA 90404. Defendant does
6 business as d/b/a Vin Di Bona Productions. Plaintiff further alleges that defendant "CARA" is owned
7 by defendant "BONA".
8

9 7. On information and belief, Vin Di Bona, (hereinafter "BONA") is an individual doing
10 business under the name of Vin Di Bona Productions in the City of Los Angeles, County of Los
11 Angeles, State of California. Defendant does business as an individual.
12

13 **STATEMENT OF FACTS**

14 8. PLAINTIFFS jointly created two video clips which are the subject of this complaint,
15 clip #951QABZ_89QP9E5MT titled Bulldog with Cheeseberger and clip #951Q7JK_P3XU3FNRL
16 titled Bulldog with Paper Eyes, (the "Clips").
17

18 9. KRISTI sent clips into America's Funniest Home Video (hereinafter "AFV"). AFV
19 emailed KRISTI some forms. The forms were titled AMERICA'S FUNNIEST HOME VIDEO,
20 HOME VIDEO, EXCLUSIVE GRANT OF RIGHTS, APPEARANCE and SHOOTER RELEASE
21 (VERSION 6/3/16). (EXHIBIT A & EXHIBIT B).
22

23 10. The content of the words on the form were too small for KRISTI to read. AFV
24 informed KRISTI that AFV could guarantee the PLAINTIFFS would be on the AFV \$100,000.00
25 show. Based on that representation KRISTI signed both of the forms and returned to AFV.

26 11. KRISTI informed AFV that her husband ELIAS was the shooter and AFV informed
27 KRISTI that ELIAS needed to sign the forms also. ELIAS did not wish to be on the AFV show.
28

1 12. On July 9, 2016 KRISTI executed and sent to CARA via certified mail # 7014 1820
2 0000 0454 5649, "Cancellation of authorization for use of video, removal of my signature on
3 electronic Exclusive Grant of Rights", one for each video clip. (EXHIBIT C and EXHIBIT D).

4 13. On July 19, 2016 after receiving the certified mail, representatives of both defendants
5 called both PLAINTIFFS on their cell phones to attempt to get PLAINTIFFS to submit to the
6 agreement and to talk ELIAS to agree to sign the shooter agreement. ELIAS was clear to the CARA
7 representative that he was not interested and would not give his consent.

8 14. On July 20, 2016 PLAINTIFFS executed and sent to CARA a letter titled
9 "Cancellation of authorization for use of video, removal of my signature on electronic Exclusive
10 Grant of Rights", via certified mail # 7014 1820 0000 0454 5656. (EXHIBIT E).

11 15. On July 22, 2016 CARA sent KRISTI via email a form AMERICA'S FUNNIEST
12 HOME VIDEO, HOME VIDEO, EXCLUSIVE GRANT OF RIGHTS, APPEARANCE and
13 SHOOTER RELEASE (VERSION 6/3/16) exclusively for plaintiff ELIAS to sign as the shooter of
14 the joint works. (EXHIBIT F).

15 16. ELIAS never agreed or consented to defendants use of PLAINTIFFS joint works
16 property nor executed any agreement as the shooter as authorization, KRISTI also did not agree to
17 defendants use of PLAINTIFFS joint works property by removal of her signature, and explicit notice
18 via mail and verbally over the phone, not to use them.

19 17. Approximately 1 year later, July 2017, a friend of KRISTI sent her a video she saw on
20 <https://www.facebook.com/AFV/videos/10155634727531661/> whereas defendants were willfully and
21 intentionally using PLAINTIFFS property without disclosure, authorization or compensation. As of
22 the date of finding out about this unauthorized use, there were 8.9K likes, and 3,247 shares.

18. On July 22, 2017 PLAINTIFFS sent CARA a NOTICE OF INTENT TO COMMENCE AN ACTION via certified mail # 7016 2710 0000 3692 7580 so defendants would have a chance to mitigate any further damages.

19. On August 15, 2017 KRISTI received an email from a Nicholas Coleman stating that his firm represents CARA and that CARA has exclusive rights to PLAINTIFFS property.

FIRST CLAIM FOR RELIEF
(Federal Copyright Infringement against all Defendants)

20. PLAINTIFFS re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

21. PLAINTIFFS jointly own the following copyrighted video clips which are the subject of this complaint, clip #951QABZ_89QP9E5MT titled Bulldog with Cheeseberger and clip #951Q7JK_P3XU3FNRL titled Bulldog with Paper Eyes, (the "Clips").

22. PLAINTIFFS have not registered video clips with the United States Copyright Office.

23. PLAINTIFFS have complied in respects with 17 U.S.C. 101 *et seq.*, and claims the exclusive rights and privileges in and to the copyrights of the above-referenced works. PLAINTIFFS has been and still are the sole proprietor of all rights, title, and interest in and to the copyrights in their respective works as referenced above.

24. Defendants CARA and BONA are using Plaintiffs' materials or property in products which they both manufacture and market without the permission of PLAINTIFFS. They have done so after being notified verbally by phone and in writing by mail by both PLAINTIFFS that they do not have permission, or authorization.

25. Defendants CARA and BONA actions are intentional and willful, done knowingly and willfully without permission or authorization, and both defendants knew or should have known that

1 unauthorized use of PLAINTIFFS joint materials without compensation is theft or stealing of
2 PLAINTIFFS property.

3 26. PLAINTIFFS has demanded that Defendants' stop manufacturing and marketing
4 Plaintiffs copyrighted content without consent via notice of intent to commence an Action.
5 Defendants have refused to cease their infringing activities nor has shown any proof to PLAINTIFFS
6 of their intent to stop unauthorized use of property.
7

8 27. Defendants' conduct has been in willful violation of Plaintiffs repeated warnings to
9 Defendants that Plaintiff does not want their copyrighted material, manufactured and marketed
10 without their consent, and that Defendants' conduct is unauthorized. The specific acts of infringement
11 described above are simply representative of a broader pattern of infringement in which Defendants
12 make unauthorized use of the content of PLAINTIFFS copyrighted material 24 hours a day, every
13 day.
14

15 28. Defendants' conduct violates the exclusive rights belonging to PLAINTIFFS as the
16 owner of the copyrights in the respective video clips, including without limitation Plaintiffs' rights
17 under 17 U.S.C. 106.
18

19 29. On information and belief, PLAINTIFFS alleges that, as a direct and proximate result
20 of their wrongful conduct, Defendants have realized and continue to realize profits and other benefits
21 rightfully belonging to PLAINTIFFS. Accordingly, Plaintiff seeks an award of damages pursuant to
22 17 U.S.C. 504 and 505.
23

24 30. Defendants' infringing conduct has also caused and is causing substantial and
25 irreparable injury and damage to PLAINTIFFS in an amount not capable of determination, and,
26 unless restrained, will cause further irreparable injury, leaving the PLAINTIFFS with no adequate
27 remedy at law.
28

31. On information and belief, Defendants have willfully engaged in, and are willfully engaging in, the acts complained of with oppression, fraud, and malice, and in conscious disregard of the rights of PLAINTIFFS. PLAINTIFFS are, therefore, entitled to the maximum statutory damages allowable and seek \$30,000.00 for each Plaintiff by each Defendant, jointly and severally.

32. As a consequence of this dispute between the parties as to the rights, title, and interest in the copyright material described above, and pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. 2201 and 2202, PLAINTIFFS also seek a resolution of this ongoing controversy by a declaration of this Court as to the rights of the respective parties in this matter.

SECOND CLAIM FOR RELIEF
(Unfair Business Practices against all Defendants)

33. PLAINTIFFS re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

34. Defendants' and each of them have engaged in fraudulent, deceptive, unfair and wrongful conduct by utilizing PLAINTIFFS' copyrighted materials and property in products which they develop, produce and market without their permission. Defendants have engaged in said conduct since approximately July 20, 2016.

35. Further, Defendants have further engaged in fraudulent, deceptive, unfair and wrongful conduct by falsely claiming ownership thereof without the permission or prior knowledge of PLAINTIFFS.

36. On information and belief, PLAINTIFFS alleges that Defendants have falsely claimed ownership of, the above two video clips, which material was in fact created by and owned PLAINTIFFS.

37. By reason of Defendants' fraudulent, deceptive, unfair, and other wrongful conduct as herein alleged, said Defendant's have violated *California Business and Professions Code* § 17200, et

1 *seq.*, by consummating an unlawful, unfair, and fraudulent business practice, designed to deprive
2 PLAINTIFFS of the profits they could have earned had Defendant's not engaged in unfair business
3 practices.

4 38. By reason of the foregoing, Plaintiff has suffered and continues to suffer damages in a
5 sum which is, as yet unascertained but which will be proven at time of trial.
6

7 **THIRD CLAIM FOR RELIEF**
8 **(Accounting against both Defendants)**

9 39. PLAINTIFFS re-alleges and incorporates by reference all preceding paragraphs as
10 though fully set forth herein.

11 40. As a result of the aforementioned allegations, defendants have received money, a
12 portion of which is due to PLAINTIFFS from defendants as previously alleged.

13 41. The amount of money due from defendants to PLAINTIFFS is unknown to
14 PLAINTIFFS and cannot be ascertained without an accounting of the receipts and disbursements of
15 the aforementioned transactions. PLAINTIFFS are informed and believes and thereon alleges that the
16 amount due to PLAINTIFFS exceeds \$100,000.00.
17

18 42. PLAINTIFFS demand an accounting of the aforementioned transactions from
19 defendants and payment of the amount found due but defendants have failed and refused, and
20 continue to fail and refuse, to render such an accounting and to pay such sum.
21

22 **FOURTH CLAIM FOR RELIEF**
23 **(Declaratory Relief against Defendants)**

24 43. PLAINTIFFS re-alleges and incorporates by reference all preceding paragraphs as
25 though fully set forth herein.
26
27
28

46. As a consequence of this dispute between the parties as to the rights, title, and interest in the copyright material and property rights described above, and pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. 2201 and 2202, PLAINTIFFS also seek a resolution of this ongoing controversy by a declaration of this Court as to the rights of the respective parties in this matter.

THEREFORE, PLAINTIFFS each pray for judgment against Defendants and each of them, jointly and severally, as follows:

A. Declaring that Defendants' unauthorized conduct violates PLAINTIFFS' rights under common law and the Federal Copyright Act;

C. Ordering Defendants to account to PLAINTIFFS' for all gains, profits, and advantages derived by Defendants by their infringement of PLAINTIFFS copyrights or such damages as are

proper, and since Defendants intentionally infringed PLAINTIFFS copyrights, for the maximum allowable statutory damages for each violation;

D. Awarding PLAINTIFFS actual and/or statutory damages for Defendants' copyright infringement in an amount to be determined at trial, but in no less than statutory damages of \$30,000.00 for each Plaintiff from each Defendant (\$120,000.00), or \$100 per view, like or share, or other method of distribution for each Plaintiff from each Defendant, whichever is more to be determined at trial;

E. Awarding PLAINTIFFS their costs, reasonable attorneys' fees, and disbursements in this action, pursuant to 17 U.S.C. 505; and

F. Awarding PLAINTIFFS such other and further relief as is just and proper.

SECOND CLAIM FOR RELIEF:

G. For compensatory damages according to proof at time of trial or \$100 per view, like or share, or other method of distribution for each Plaintiff from each Defendant;

H. For interest on said damages from July 20, 2016, at 10% per annum;

I. For punitive damages according to proof at time of trial or \$100 per view, like or share, or other method of distribution for each Plaintiff from each Defendant;

J. Awarding PLAINTIFFS such other and further relief as is just and proper.

THIRD CLAIM FOR RELIEF:

K. For an accounting to PLAINTIFFS from defendants;

L. For the amount found to be due from defendants to PLAINTIFFS as a result of the accounting and interest on that amount from and after July 20, 2016;

M. For costs of suit herein incurred;

N. Awarding PLAINTIFFS such other and further relief as is just and proper.


FOURTH CLAIM FOR RELIEF:

O. For a declaration by this Court as to the rights of the respective parties regarding the ownership and rights, title, and interest in the copyright material described in paragraph 8 of this complaint;

P. For costs of suit herein incurred;

Q. Awarding PLAINTIFFS such other and further relief as is just and proper.

Dated: 10-3-17



Elias Stavrinides, Plaintiff Pro Se



Kristi Stavrinides, Plaintiff Pro Se

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: 10-3-17


Elias Stavrinides, Plaintiff Pro Se


Kristi Stavrinides, Plaintiff Pro Se

VERIFICATION

Declaration of Elias Stavrinides and Kristi Stavrinides

I, Elias Stavrinides and Kristi Stavrinides declare as follows:

1. I am the Plaintiff in the above entitled matter.
2. I am of age, sound of mind and competent to testify to facts based on first hand knowledge of above items so stated.
3. I have been damaged financially, socially and emotionally as a result of Defendant's unlawful actions and conduct.
4. I have read the foregoing pleading and know the facts therein stated to be true and correct.

I declare, under penalty of perjury pursuant to the laws of California and the United States, that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: 10-3-17


Elias Stavrinides

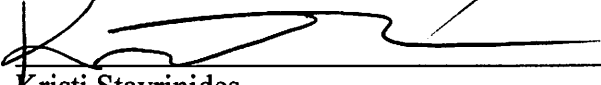

Kristi Stavrinides

EXHIBIT A

AMERICA'S FUNNIEST HOME VIDEOS - HOME VIDEO DESCRIPTION FORM

1. Please provide the OWNER/SHOOTER/PARENT/GUARDIAN NAME and EMAIL address when prompted:

a) I am the OWNER of the video (Clip ID 951Q7JK_P3XU3FNRL): YES ☒ NO ☐

*If "No," please provide the Owner's name and email address

☐
(OWNER FULL NAME) (OWNER EMAIL ADDRESS) (UNDER 18)

(NAME of PARENT/GUARDIAN of OWNER - if UNDER 18) (EMAIL ADDRESS of PARENT/GUARDIAN of OWNER - if UNDER 18)

b) I am the SHOOTER of the video: YES ☒ NO ☐

*If "No," please provide the Shooter's name and email address

☐
(SHOOTER FULL NAME) (SHOOTER EMAIL ADDRESS) (UNDER 18)

(NAME of PARENT/GUARDIAN of SHOOTER - if UNDER 18) (EMAIL ADDRESS of PARENT/GUARDIAN of SHOOTER - if UNDER 18)

c) I am UNDER 18: YES ☐ NO ☒

*If "Yes," please provide Your Parent/Guardian's name and email address

(PARENT/GUARDIAN FULL NAME) (PARENT/GUARDIAN EMAIL ADDRESS)

2. To the best of Your knowledge, please indicate the number of people SEEN and/or HEARD in this video:

3. Please provide additional NAMES, DESCRIPTION and EMAIL addresses for any person(s) SEEN and/or HEARD in this video. If You do not know someone's NAME or EMAIL please put "UNKNOWN." If person is under 18, please check UNDER 18 and provide EMAIL of respective PARENT or GUARDIAN.

☐
(FULL NAME) (BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18) (EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

☐
(FULL NAME) (BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18) (EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

☐
(FULL NAME) (BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18) (EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

☐
(FULL NAME) (BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18) (EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

AFV - DESCRIPTION EXCLUSIVE GRANT OF RIGHTS APPEARANCE AND SHOOTER RELEASE

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CIPD # 951Q7JK_P3XU3FNRL

		<input type="checkbox"/>	
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION)	(UNDER 8)	(EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18)	(EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

		<input type="checkbox"/>	
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION)	(UNDER 18)	(EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18)	(EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

		<input type="checkbox"/>	
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION)	(UNDER 18)	(EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18)	(EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

		<input type="checkbox"/>	
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION)	(UNDER 18)	(EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18)	(EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

		<input type="checkbox"/>	
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION)	(UNDER 18)	(EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18)	(EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

		<input type="checkbox"/>	
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION)	(UNDER 18)	(EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18)	(EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

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**AMERICA'S FUNNIEST HOME VIDEOS
 HOME VIDEO
 EXCLUSIVE GRANT OF RIGHTS,
 APPEARANCE and
 SHOOTER RELEASE
 (Version 6/3/16)**

TO BE SIGNED BY PERSON WHO OWNS VIDEO/RECORDING
 OR SHOOTER OF VIDEO/RECORDING
 (IF OWNER IS NOT THE SHOOTER)

Dated: 7/5/2016

Attn: AFV Clearances
 Cara Communications Corporation
 d/b/a Vin Di Bona Productions
 12233 West Olympic Blvd., Suite 170
 Los Angeles, CA 90064

In consideration of one or more of the following, such as the time and resources that Cara Communications Corporation, its affiliates, licensees, successors and assignees (referred to herein as "CARA," "YOU" or "YOUR") expend in evaluating the video ("video" as defined below) that I the undersigned (referred to herein as "I" or "me", or "we" or "us" respectively) submitted to You, which is owned by me/us and/or in which I appear, for possible inclusion in the program "America's Funniest Home Videos," or other exploitation as You may determine in Your sole discretion, for my desire to gain exposure for myself and/or the Video, the opportunity to be considered to compete for any award thereon, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant to You sole and exclusive ownership of all right, title and interest in and to the Video (Video as herein defined), (excluding any music owned by third parties, if any) regardless of the medium or method I used to submit the Video to You, or the medium or method by which the recording was made. As used herein, Video includes all forms of audio-video recording, and each element contained in the Video, including, without limitation, all copyright and other intellectual property rights therein or thereto, as well as all original materials created by me which are incorporated therein, including, without limitation, all audio and visual material, artwork, dialogue, music and musical compositions, literary material, etc. and all of my Person Rights (as defined below) contained therein (the "Video").

Without limiting the foregoing grant of rights, I understand and agree that my grant to You also includes the exclusive right, license and permission to freely utilize and exploit the Video and/or any portion(s) thereof in any manner. In addition I grant You the right to use my name, voice, likeness, biographical information, appearance and performance in and in connection with the Video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). My grant to You includes use of my Personal Rights and any use You may make of the Video, including, without limitation, any use of the Video in and/or in connection with, any version of "America's Funniest Home Videos," and/or any other program(s), format(s), production(s), compilation(s), service(s), licensing, and/or exploited as an individual clip or part of a larger compilation of clips or portions or elements thereof, commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to "America's Funniest Home Videos," (collectively the "Programs"), and also includes, without limitation, the right to use the Video and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video, including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.; theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions, including, without limitation, any sponsored or commercial use in connection with online banner, "preroll," "postroll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Video itself) digital and electronic devices (including, but not limited

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to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively referred to as the "Commercial Rights"). I also understand and agree that You may sell, assign or license Your rights hereunder (in whole or in part) to any third party in Your sole discretion and without providing any further consideration to me.

I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Video and the Personal Rights (the "New Exploitation Rights"). I hereby grant and convey to You, without reservation, any and all New Exploitation Rights in and to the Video and to the Personal Rights, regardless of whether or not I am currently aware of or can foresee such uses.

I understand that You have not promised nor given any assurances that I will receive any prize or other compensation or as to whether or not the Video or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. I understand that any opportunity for the Video to compete to win a prize is governed by the America's Funniest Home Videos Official Contest Rules ("Rules") and that such Rules are available for my review at the www.AFV.com website and I understand that upon my request to You at the address provided above, I have been or will be provided with a printed copy of the Rules. I also understand and accept that the Rules may be updated or changed from time to time at the sole discretion of Cara Communications Corporation d/b/a Vin Di Bona Productions. The Rules are incorporated into this agreement by this reference. I also agree that in the event You receive any inquiry from a government agency or process from a court with jurisdiction over You in regard to the Video, its contents, any prize awarded in connection with the Video and/or my submission of the Video, You may supply a copy of the Video and any information regarding the Video and its submission, as well as information regarding any prize awarded thereon in response to such inquiry or process. Further, I agree that the Video may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which You may in Your sole discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by You in Your sole discretion, if at all, You may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Video, and You may use, adapt and modify the Video and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s). I hereby expressly waive on my behalf, and on behalf of my heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.

I hereby release, discharge and hold harmless You, Your affiliates, employees, officers, principals and directors Your licensees, grantees, successors and assignees, the Program(s) broadcasters, American Broadcasting Companies, Inc. ("ABC"), each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that I may have at any time (whether or not I am aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from my submission of the Video to You and the exploitation of any or all of the rights granted to You hereunder, including, without limitation, the rights to the Video, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder; (ii) my participation in any contest and/or sweepstakes and/or the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, contest rules, voting procedures and results, contestant and voter eligibility, determinations of the judges, audiences and/or producers, selection of winners, the awarding of any prize, disqualification decisions, any prior or disparate exposure of the Video or other videos competing for any award or prize, and any and all other matters in connection with any contest and/or sweepstakes; (iii) the public dissemination and/or distribution of the Video including, without limitation, any claim resulting from the piracy or other unauthorized distribution,

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duplication and/or display of the Video by third parties; (iv) the loss of the Video and/or the failure of the Video to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever; (v) any Program preemptions (national and/or local, including, without limitation, the market in which I reside) and/or alternate airdates and times, if any, of any fully or partially pre-empted episodes (including, without limitation, any 'call-to-vote' episodes), which alternate airdates (if any) may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time; and/or (vi) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

I understand and agree that all rights I may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims in addition to the ones released in this agreement, and I hereby expressly release You from any such unknown and/or unsuspected claims.

I understand that nothing shall require You to include Myself, anyone affiliated with Me or the Video in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within Your sole discretion. I acknowledge that, in the event of a breach of this agreement by You or any third party, the damage, if any, caused to me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Video or any allied rights granted herein with respect thereto nor to revoke or otherwise impair any of the rights granted to You herein.

i.) I represent and warrant that the events in the Video purport to be spontaneous and not staged
YES: ☒ NO: ☐

If the events in the Video are not spontaneous or were staged, please describe the circumstances surrounding the events in the video:

ii.) I affirm that I have never submitted nor granted any right to the video to any other television or media entity, any website or internet service or operator/provider or to any third party.
YES: ☒ NO: ☐

Please list the television programs, websites or media outlets where the video has been shown or displayed to the general public being sure to list web links to the video if applicable:

If You have made any grants of rights to the video, please list all such grant of rights concerning this Video here:

I represent and agree that from the date of my submission of the Video to You, other than as may be stated in this agreement I have not, and shall not ever submit, or attempt to grant any rights in or to the Video, to any other party including without limitation, any television or media entity, except by private transmission to my family solely for their own private use and with no other rights granted to the Video, and except to social media sites (e.g., YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Video granted to such site, and subject to Cara's rights to remove or have removed the Video pursuant to the Rules. I have not and agree not to take any action that will impair the rights granted to You. I acknowledge and agree that You may at any time eliminate or disqualify any Video from any contest or use based on rights previously granted or prior exhibition.

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I represent and warrant that I have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.

I represent and warrant that: (1) a) I am the sole and exclusive owner of the Video because: (i) I shot the Video or (ii) I am the submitter of the Video and the shooter of the Video has transferred all copyright in the Video to Me; b) I have the full right and authority to enter into this agreement and to grant all rights granted herein; and c) I have not granted any third parties any rights to the Video except as specifically disclosed in writing in this Release and I agree I will not take any action to impair the rights I am granting to You; (2) the making, exhibition, distribution and/or other exploitation of the Video in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of my or their privacy or right of publicity; (3) have not falsely identified any individual involved in the shooting of the Video or any individual whose appearance or voice is incorporated in the Video; (4) I have obtained all necessary consents and permissions required for You to exploit the rights granted to You hereunder including, inter alia, any and all intellectual property rights of third parties, all personal appearance/ privacy consents and or releases of anyone identifiable in the Video, all location rights and/or releases, and any other rights and/or releases necessary for Us to fully exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which I provide to You contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted to You pursuant to such consents and/or releases; and (5) the Video and its use by Us does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG, AFTRA, the WGA, etc.). I hereby agree to indemnify, defend and hold You and the Program(s) broadcasters, ABC, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means; and b) the use by Releasees of any of the rights and permissions I have granted herein, and c); any act or omission by me in connection with my submissions or application for or an appearance in the Program.

I understand and agree that employees of Cara and American Broadcasting Companies, Inc., The Walt Disney Company, their parent, subsidiary, and affiliated companies and anyone involved in the production, or administration of the contest, as well as immediate family/same household members of anyone so employed or engaged are not eligible for prize awards.

I represent that I am not (and to the best of my knowledge, that any person appearing in the Video is not) a candidate for public office and will not become such a candidate for Eighteen months from the date I sign this Agreement.

I understand and agree that You may assign Your rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. I understand and agree that I may not grant or purport to grant to any third party the rights granted to You under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. Except for certain types of disputes described in the arbitration section of the Terms of Use, I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Video, and/or to any rights granted hereunder.

I agree to execute any additional documents which You may from time to time submit to me to evidence, establish, maintain, protect, enforce or defend Your exercise and full exploitation of any of the rights I have granted herein including without limitation, Your right, title and interest in and to the Video or any portion or element thereof. If I fail to execute and deliver such documents, it no way invalidates the rights granted herein and further, I hereby appoint You as my attorney-in-fact, with full right of substitution and delegation, to execute any such documents in my name and on my behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

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CLIP ID # 951Q7JK_P3XU3FNRL

I shall be responsible for and warrant that I will pay all local, state and federal taxes on any prize that I may win. I release You, Your licensees, successors and assigns from all liability for any such taxes. You may deduct or require payment of any such tax before delivery of any prize.

This agreement constitutes the entire understanding between You and Me, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by You and Me. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me in this agreement are true and correct, that the name below is my legal name, and that the signature below is my legal signature.

I understand and am bound by all terms contained in this agreement. Further, I understand that You would not further evaluate the Video without this agreement and that should You include the Video or any portion thereof in any Program(s) or exercise any other rights granted hereunder, You will be doing so in reliance on this agreement.

Signature:  7/5/2016
Full Name: Kristi Stavrinides
Date of Birth: 11/15/1979
Address Line 1: 1077 Hawthorne circle
(Street Address, P.O. Box)
Address Line 2:
(Apartment, Suite, Unit, Building, Floor, etc.)
City: Rohnert park
State/Province/Region: CA
ZIP/Postal Code: 94928
Phone Number: 707-888-8020
Email: kstavrinides@aol.com

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IF OWNER OF SUBMITTED VIDEO DID NOT SHOOT IT, PLEASE HAVE SHOOTER OF VIDEO READ AND SIGN

I, the undersigned, represent and warrant that I am neither the "Owner" of the Video, nor the "Owner-Shooter," but am simply the "Shooter" of the Video. I represent and warrant that I have read and fully understand the foregoing Home Video Release and Exclusive Grant of Rights (the "Exclusive Release") and agree that the terms used in this paragraph shall have the same meaning as set forth in that agreement. I further warrant and agree that I neither seek nor claim ownership of this Video or any rights in connection with or derived from it, nor will I seek or claim ownership of this Video or any rights therein, and that I agree that any and all prizes or other compensation which might be provided in connection with any the Video or Program(s) and any rights and New Exploitation Rights are, or shall become, the sole property of the "Owner" of the Video. Notwithstanding the foregoing, in the event and to the extent that I own any rights with respect to the Video, for good and valuable consideration, of which I acknowledge its receipt and sufficiency, I hereby irrevocably grant to You, sole and exclusive ownership of all such rights, including, without limitation, all copyright and other intellectual property rights therein or thereto. I hereby grant You the exclusive right, license and permission to freely utilize, exploit, and distribute the Video in any manner and in Your sole discretion, my Personal Rights, and the Commercial Rights in the same manner as Owner granted to You with respect to the exploitation of the Video, Owner's Personal Rights and the Commercial Rights as expressly set forth in the foregoing Exclusive Release. I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me herein are true and correct. All of the foregoing terms and the terms of the Exclusive Release shall be governed by and construed in accordance with the laws of the State of California that apply to contracts which are entered into and fully performed within such State.

Signature:

Full Name:

Date of Birth:

Address Line 1:

(Street Address, P.O. Box)

Address Line 2:

(Apartment, Suite, Unit, Building, Floor, etc.)

City:

State/Province/Region:

ZIP/Postal Code:

Phone Number:

Email:

EXHIBIT B

AMERICA'S FUNNIEST HOME VIDEOS - HOME VIDEO DESCRIPTION FORM

1. Please provide the OWNER/SHOOTER/PARENT/GUARDIAN NAME and EMAIL address when prompted:

a) I am the OWNER of the video (Clip ID 951QABZ_89QP9E5MT): YES ☒ NO ☐
 *If "No," please provide the Owner's name and email address:
 ☐
 (OWNER FULL NAME) (OWNER EMAIL ADDRESS) (UNDER 18)

 (NAME of PARENT/GUARDIAN of OWNER - if UNDER 18) (EMAIL ADDRESS of PARENT/GUARDIAN of OWNER - if UNDER 18)

b) I am the SHOOTER of the video: YES ☒ NO ☐
 *If "No," please provide the Shooter's name and email address:
 ☐
 (SHOOTER FULL NAME) (SHOOTER EMAIL ADDRESS) (UNDER 18)

 (NAME of PARENT/GUARDIAN of SHOOTER - if UNDER 18) (EMAIL ADDRESS of PARENT/GUARDIAN of SHOOTER - if UNDER 18)

c) I am UNDER 18: YES ☐ NO ☒
 *If "Yes," please provide Your Parent/Guardian's name and email address:

 (PARENT/GUARDIAN FULL NAME) (PARENT/GUARDIAN EMAIL ADDRESS)

2. To the best of Your knowledge, please indicate the number of people
 SEEN and/or HEARD in this video: 0

3. Please provide additional NAMES, DESCRIPTION and EMAIL addresses for any person(s) SEEN and/or
 HEARD in this video. If You do not know someone's NAME or EMAIL please put "UNKNOWN." If
 person is under 18, please check UNDER 18 and provide EMAIL of respective PARENT or GUARDIAN.

☐
 (FULL NAME) (BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18) (EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

☐
 (FULL NAME) (BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18) (EMAIL ADDRESS)

(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

☐
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(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

☐
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(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)

DocuSign Envelope ID: 73C47164-DD81-48AC-B897-B22347D5A0BF

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CLIP ID # 951QABZ_89QP9E5MT

<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18)		(EMAIL ADDRESS)
<input type="text"/>	<input type="text"/>		
(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)			
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18)		(EMAIL ADDRESS)
<input type="text"/>	<input type="text"/>		
(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)			
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18)		(EMAIL ADDRESS)
<input type="text"/>	<input type="text"/>		
(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)			
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18)		(EMAIL ADDRESS)
<input type="text"/>	<input type="text"/>		
(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)			
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18)		(EMAIL ADDRESS)
<input type="text"/>	<input type="text"/>		
(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)			
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="text"/>
(FULL NAME)	(BRIEF DESCRIPTION OF PERSON/ACTION) (UNDER 18)		(EMAIL ADDRESS)
<input type="text"/>	<input type="text"/>		
(FULL NAME of PARENT/GUARDIAN - if UNDER 18) (EMAIL ADDRESS of PARENT or GUARDIAN - if UNDER 18)			

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**AMERICA'S FUNNIEST HOME VIDEOS
 HOME VIDEO
 EXCLUSIVE GRANT OF RIGHTS,
 APPEARANCE and
 SHOOTER RELEASE
 (Version 6/3/16)**

TO BE SIGNED BY PERSON WHO OWNS VIDEO/RECORDING
 OR SHOOTER OF VIDEO/RECORDING
 (IF OWNER IS NOT THE SHOOTER)

Dated: 7/6/2016

Attn: AFV Clearances
 Cara Communications Corporation
 d/b/a Vin Di Bona Productions
 12233 West Olympic Blvd., Suite 170
 Los Angeles, CA 90064

In consideration of one or more of the following, such as the time and resources that Cara Communications Corporation, its affiliates, licensees, successors and assignees (referred to herein as "CARA," "YOU" or "YOUR") expend in evaluating the video ("video" as defined below) that I the undersigned (referred to herein as "I" or "me", or "we" or "us" respectively) submitted to You, which is owned by me/us and/or in which I appear, for possible inclusion in the program "America's Funniest Home Videos," or other exploitation as You may determine in Your sole discretion, for my desire to gain exposure for myself and/or the Video, the opportunity to be considered to compete for any award thereon, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant to You sole and exclusive ownership of all right, title and interest in and to the Video (Video as herein defined), (excluding any music owned by third parties, if any) regardless of the medium or method I used to submit the Video to You, or the medium or method by which the recording was made. As used herein, Video includes all forms of audio-video recording, and each element contained in the Video, including, without limitation, all copyright and other intellectual property rights therein or thereto, as well as all original materials created by me which are incorporated therein, including, without limitation, all audio and visual material, artwork, dialogue, music and musical compositions, literary material, etc. and all of my Person Rights (as defined below) contained therein (the "Video").

Without limiting the foregoing grant of rights, I understand and agree that my grant to You also includes the exclusive right, license and permission to freely utilize and exploit the Video and/or any portion(s) thereof in any manner. In addition I grant You the right to use my name, voice, likeness, biographical information, appearance and performance in and in connection with the Video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). My grant to You includes use of my Personal Rights and any use You may make of the Video, including, without limitation, any use of the Video in and/or in connection with, any version of "America's Funniest Home Videos," and/or any other program(s), format(s), production(s), compilation(s), service(s), licensing, and/or exploited as an individual clip or part of a larger compilation of clips or portions or elements thereof, commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to "America's Funniest Home Videos," (collectively the "Programs"), and also includes, without limitation, the right to use the Video and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video, including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.; theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions, including, without limitation, any sponsored or commercial use in connection with online banner, "preroll," "postroll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Video itself) digital and electronic devices (including, but not limited

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to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively referred to as the "Commercial Rights"). I also understand and agree that You may sell, assign or license Your rights hereunder (in whole or in part) to any third party in Your sole discretion and without providing any further consideration to me.

I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Video and the Personal Rights (the "New Exploitation Rights"). I hereby grant and convey to You, without reservation, any and all New Exploitation Rights in and to the Video and to the Personal Rights, regardless of whether or not I am currently aware of or can foresee such uses.

I understand that You have not promised nor given any assurances that I will receive any prize or other compensation or as to whether or not the Video or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. I understand that any opportunity for the Video to compete to win a prize is governed by the America's Funniest Home Videos Official Contest Rules ("Rules") and that such Rules are available for my review at the www.AFV.com website and I understand that upon my request to You at the address provided above, I have been or will be provided with a printed copy of the Rules. I also understand and accept that the Rules may be updated or changed from time to time at the sole discretion of Cara Communications Corporation d/b/a Vin Di Bona Productions. The Rules are incorporated into this agreement by this reference. I also agree that in the event You receive any inquiry from a government agency or process from a court with jurisdiction over You in regard to the Video, its contents, any prize awarded in connection with the Video and/or my submission of the Video, You may supply a copy of the Video and any information regarding the Video and its submission, as well information regarding any prize awarded thereon in response to such inquiry or process. Further, I agree that the Video may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which You may in Your sole discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by You in Your sole discretion, if at all, You may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Video, and You may use, adapt and modify the Video and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s). I hereby expressly waive on my behalf, and on behalf of my heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.

I hereby release, discharge and hold harmless You, Your affiliates, employees, officers, principals and directors Your licensees, grantees, successors and assignees, the Program(s) broadcasters, American Broadcasting Companies, Inc. ("ABC"), each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that I may have at any time (whether or not I am aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from my submission of the Video to You and the exploitation of any or all of the rights granted to You hereunder, including, without limitation, the rights to the Video, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder; (ii) my participation in any contest and/or sweepstakes and/or the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, contest rules, voting procedures and results, contestant and voter eligibility, determinations of the judges, audiences and/or producers, selection of winners, the awarding of any prize, disqualification decisions, any prior or disparate exposure of the Video or other videos competing for any award or prize, and any and all other matters in connection with any contest and/or sweepstakes; (iii) the public dissemination and/or distribution of the Video including, without limitation, any claim resulting from the piracy or other unauthorized distribution,

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CLIP ID #: 951QABZ_89QP9E5MT

duplication and/or display of the Video by third parties; (iv) the loss of the Video and/or the failure of the Video to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever; (v) any Program preemptions (national and/or local, including, without limitation, the market in which I reside) and/or alternate airdates and times, if any, of any fully or partially pre-empted episodes (including, without limitation, any "call-to-vote" episodes), which alternate airdates (if any) may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time; and/or (vi) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

I understand and agree that all rights I may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims in addition to the ones released in this agreement, and I hereby expressly release You from any such unknown and/or unsuspected claims.

I understand that nothing shall require You to include Myself, anyone affiliated with Me or the Video in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within Your sole discretion. I acknowledge that, in the event of a breach of this agreement by You or any third party, the damage, if any, caused to me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Video or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to You herein.

i.) I represent and warrant that the events in the Video purport to be spontaneous and not staged

YES: ☒ NO: ☐

If the events in the Video are not spontaneous or were staged, please describe the circumstances surrounding the events in the video:

ii.) I affirm that I have never submitted nor granted any right to the video to any other television or media entity, any website or internet service or operator/provider or to any third party.

YES: ☒ NO: ☐

Please list the television programs, websites or media outlets where the video has been shown or displayed to the general public being sure to list web links to the video if applicable:

If You have made any grants of rights to the video, please list all such grant of rights concerning this Video here

I represent and agree that from the date of my submission of the Video to You, other than as may be stated in this agreement, I have not, and shall not ever submit, or attempt to grant any rights in or to the Video, to any other party including without limitation, any television or media entity, except by private transmission to my family solely for their own private use and with no other rights granted to the Video, and except to social media sites (e.g., YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Video granted to such site, and subject to Cara's rights to remove or have removed the Video pursuant to the Rules. I have not and agree not to take any action that will impair the rights granted to You. I acknowledge and agree that You may at any time eliminate or disqualify any Video from any contest or use based on rights previously granted or prior exhibition.

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CLIP ID #: 951QABZ_89QP9E5MT

I represent and warrant that I have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.

I represent and warrant that: (1) a) I am the sole and exclusive owner of the Video because: (i) I shot the Video or (ii) I am the submitter of the Video and the shooter of the Video has transferred all copyright in the Video to Me; b) I have the full right and authority to enter into this agreement and to grant all rights granted herein; and c) I have not granted any third parties any rights to the Video except as specifically disclosed in writing in this Release and I agree I will not take any action to impair the rights I am granting to You; (2) the making, exhibition, distribution and/or other exploitation of the Video in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of my or their privacy or right of publicity; (3) have not falsely identified any individual involved in the shooting of the Video or any individual whose appearance or voice is incorporated in the Video; (4) I have obtained all necessary consents and permissions required for You to exploit the rights granted to You hereunder including, inter alia, any and all intellectual property rights of third parties, all personal appearance/ privacy consents and or releases of anyone identifiable in the Video, all location rights and/or releases, and any other rights and/or releases necessary for Us to fully exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which I provide to You contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted to You pursuant to such consents and/or releases; and (5) the Video and its use by Us does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG, AFTRA, the WGA, etc.). I hereby agree to indemnify, defend and hold You and the Program(s) broadcasters, ABC, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means; and b) the use by Releasees of any of the rights and permissions I have granted herein, and c); any act or omission by me in connection with my submissions or application for or an appearance in the Program.

I understand and agree that employees of Cara and American Broadcasting Companies, Inc., The Walt Disney Company, their parent, subsidiary, and affiliated companies and anyone involved in the production, or administration of the contest, as well as immediate family/same household members of anyone so employed or engaged are not eligible for prize awards.

I represent that I am not (and to the best of my knowledge, that any person appearing in the Video is not) a candidate for public office and will not become such a candidate for Eighteen months from the date I sign this Agreement.

I understand and agree that You may assign Your rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. I understand and agree that I may not grant or purport to grant to any third party the rights granted to You under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. Except for certain types of disputes described in the arbitration section of the Terms of Use, I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Video, and/or to any rights granted hereunder.

I agree to execute any additional documents which You may from time to time submit to me to evidence, establish, maintain, protect, enforce or defend Your exercise and full exploitation of any of the rights I have granted herein including without limitation, Your right, title and interest in and to the Video or any portion or element thereof. If I fail to execute and deliver such documents, it no way invalidates the rights granted herein and further, I hereby appoint You as my attorney-in-fact, with full right of substitution and delegation, to execute any such documents in my name and on my behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

AFV – DESCRIPTION, EXCLUSIVE GRANT OF RIGHTS APPEARANCE AND SHOOTER RELEASE
 Page 7
 (Ver. 6/3/16)

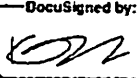
CLIP ID #: 951QABZ_89QP9ESMT

I shall be responsible for and warrant that I will pay all local, state and federal taxes on any prize that I may win. I release You, Your licensees, successors and assigns from all liability for any such taxes. You may deduct or require payment of any such tax before delivery of any prize.

This agreement constitutes the entire understanding between You and Me, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by You and Me. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me in this agreement are true and correct, that the name below is my legal name, and that the signature below is my legal signature.

I understand and am bound by all terms contained in this agreement. Further, I understand that You would not further evaluate the Video without this agreement and that should You include the Video or any portion thereof in any Program(s) or exercise any other rights granted hereunder, You will be doing so in reliance on this agreement.

Signature:  7/6/2016
DocuSigned by: K20091723887401

Full Name: Kristi Stavrinides

Date of Birth: 11/15/1979

Address Line 1: 1077 Hawthorne circle
(Street Address, P.O. Box)

Address Line 2:
(Apartment, Suite, Unit, Building, Floor, etc.)

City: Rohnert park

State/Province/Region: CA

ZIP/Postal Code: 94928

Phone Number: 707-888-8020

Email: kstavrinides@aol.com

IF OWNER OF SUBMITTED VIDEO DID NOT SHOOT IT, PLEASE HAVE SHOOTER OF VIDEO READ AND SIGN

I, the undersigned, represent and warrant that I am neither the "Owner" of the Video, nor the "Owner-Shooter," but am simply the "Shooter" of the Video. I represent and warrant that I have read and fully understand the foregoing Home Video Release and Exclusive Grant of Rights (the "Exclusive Release") and agree that the terms used in this paragraph shall have the same meaning as set forth in that agreement. I further warrant and agree that I neither seek nor claim ownership of this Video or any rights in connection with or derived from it, nor will I seek or claim ownership of this Video or any rights therein, and that I agree that any and all prizes or other compensation which might be provided in connection with any the Video or Program(s) and any rights and New Exploitation Rights are, or shall become, the sole property of the "Owner" of the Video. Notwithstanding the foregoing, in the event and to the extent that I own any rights with respect to the Video, for good and valuable consideration, of which I acknowledge its receipt and sufficiency, I hereby irrevocably grant to You, sole and exclusive ownership of all such rights, including, without limitation, all copyright and other intellectual property rights therein or thereto. I hereby grant You the exclusive right, license and permission to freely utilize, exploit, and distribute the Video in any manner and in Your sole discretion, my Personal Rights, and the Commercial Rights in the same manner as Owner granted to You with respect to the exploitation of the Video, Owner's Personal Rights and the Commercial Rights as expressly set forth in the foregoing Exclusive Release. I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me herein are true and correct. All of the foregoing terms and the terms of the Exclusive Release shall be governed by and construed in accordance with the laws of the State of California that apply to contracts which are entered into and fully performed within such State.

Signature: Full Name: Date of Birth: Address Line 1:

(Street Address, P.O. Box)

Address Line 2:

(Apartment, Suite, Unit, Building, Floor, etc.)

City: State/Province/Region: ZIP/Postal Code: Phone Number: Email:

EXHIBIT C

July 9, 2016

Attn: AFV Clearances
Cara Communications Corporation
d/b/a Vin Di Bona Productions
12233 West Olympic Blvd., Suite 170
Los Angeles, CA 90064
Certified Mail: 7014 1820 0000 0454 5649

SUBJECT: Cancellation of authorization for use of video, removal of my
signature on electronic Exclusive Grant of Rights.

REFERENCE: AFV – DESCRIPTION, EXCLUSIVE GRANT OF RIGHTS
APPEARANCE AND SHOOTER RELEASE
DocuSign Envelope ID: 5A6FB779-246B-4838-8843-
52A3629F2E5C
CLIP ID # 951Q7JK_P3XU3FNRL
DATED 7/5/2016

Gentlemen;

On July 5, 2016 I electronically sent in a video and authorization for your use of my intellectual property. This was done by my mistake, inadvertence, and not knowing what I was doing or agreeing to with your electronic contract. I am not an attorney nor did I print out and read what your contract stated and further did not understand what I was doing. Also, another person shot the video and I do not have their permission for use of this video.

I now timely correct my error, by removing my signature issued by mistake and inadvertence as outlined above, and do not grant your use of my video, under any circumstances. I wish reservation of all my rights and waiving none. Submitted from my email account: kstavrinides@aol.com.


And titled in your contract as:

AMERICA'S FUNNIEST HOME VIDEOS
HOME VIDEO
EXCLUSIVE GRANT OF RIGHTS,
APPEARANCE and
SHOOTER RELEASE
(Version 6/3/16)

With the further identifying references as outlined above.

I am sorry for any inconvenience, and if there is a problem, please advise me at your earliest, my address listed below, so I may take appropriate actions. Thanking you in advance.

Respectfully;



Kristi Stavrinides
1077 Hawthorne Circle
Rohnert Park, CA 94928

EXHIBIT D

July 9, 2016

Attn: AFV Clearances
Cara Communications Corporation
d/b/a Vin Di Bona Productions
12233 West Olympic Blvd., Suite 170
Los Angeles, CA 90064
Certified Mail: 7014 1820 0000 0454 5649

SUBJECT: Cancellation of authorization for use of video, removal of my signature on electronic Exclusive Grant of Rights.

REFERENCE: AFV – DESCRIPTION, EXCLUSIVE GRANT OF RIGHTS
APPEARANCE AND SHOOTER RELEASE
All parties have completed the envelope 'Your AFV Submission
951QABZ_89QP9E5MT
DocuSign Envelope ID: 73C47164-DD81-48AC-B897-
B22347D5A0BF
CLIP ID # 951QABZ_89QP9E5MT
DATED 7/6/2016

Gentlemen;

On July 6, 2016 I electronically sent in a video and authorization for your use of my intellectual property. This was done by my mistake, inadvertence, and not knowing what I was doing or agreeing to with your electronic contract. I am not an attorney nor did I print out and read what your contract stated and further did not understand what I was doing. Also, another person shot the video and I do not have their permission for use of this video.

I now timely correct my error, by removing my signature issued by mistake and inadvertence as outlined above, and do not grant your use of my video, under any circumstances. I wish reservation of all my rights and waiving none.

The link submitted is/was:

<https://www.docusign.net/Signing/RasterizerImage.aspx?p=1&d=96&pid=d33e489e-7bc7-46cf-b4d7-b2b0c4b35a89&pv=DocuSign&vm=True&t=9dfac5f144464dd281ce&ti=dbefeaaa2bde4a458749139a3711ecb9>

And was submitted from my email account: kstavrinides@aol.com

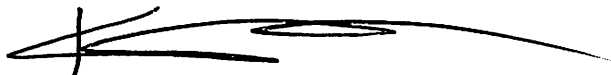
And titled in your contract as:

AMERICA'S FUNNIEST HOME VIDEOS
HOME VIDEO
EXCLUSIVE GRANT OF RIGHTS,
APPEARANCE and
SHOOTER RELEASE
(Version 6/3/16)

With the further identifying references as outlined above.

I am sorry for any inconvenience, and if there is a problem, please advise me at your earliest, my address listed below, so I may take appropriate actions. Thanking you in advance.

Respectfully;

A handwritten signature in black ink, appearing to be 'Kristi Stavrinides', with a long horizontal flourish extending to the right.

Kristi Stavrinides
1077 Hawthorne Circle
Rohnert Park, CA 94928

EXHIBIT E

July 20, 2016

Attn: AFV Clearances
Cara Communications Corporation
d/b/a Vin Di Bona Productions
12233 West Olympic Blvd., Suite 170
Los Angeles, CA 90064
Certified Mail: 7014 1820 0000 0454 5656

SUBJECT: Cancellation of authorization for use of video, removal of my signature on electronic Exclusive Grant of Rights.

REFERENCE: CLIP ID # 951QABZ_89QP9E5MT
DATED 7/6/2016
CLIP ID # 951Q7JK_P3XU3FNRL
DATED 7/5/2016
AUTHORIZATION REMOVED FOR BOTH CLIPS 7/9/2016

Ladies & Gentlemen;

Pursuant to the two above referenced videos, we reiterate that it is our sole exclusive property and you may not use in any manner or fashion.

You have been noticed on July 9, 2016 by separate Cancellation of Authorizations sent and received by certified mail #'s 7014 1820 0000 0454 5649.

On July 19, 2016 we (both of us) received phone calls from a Michelle Nasranay (310-440-5600) and a Megan (last name not given) 310-442-5603 who attempted to convince us that we would be rewarded and in the finals and then attempted to bully us into submission stating we have a contract.

There is no contract, there is no agreement, you do not have our permission, and any use of these video clips will be theft and subject the persons and firms to complains for damages. Please consult with your legal department. You have been noticed. Govern yourselves accordingly.

Respectfully;



Kristi Stavrinides
1077 Hawthorne Circle
Rohnert Park, CA 94928



Elias Stavrinides
1077 Hawthorne Circle
Rohnert Park, CA 94928

EXHIBIT F

Sent from my iPhone

Begin forwarded message:

From: Kristi Stavrinides <kstavrinides@aol.com>
Date: August 26, 2017 at 9:43:18 AM PDT
To: Ron <roncupp.law.research@gmail.com>
Subject: Fwd: AFV broadcast release for Elias (clip #734685)

Sent from my iPhone

Begin forwarded message:

From: Meg Keedy <MKeedy@vdbp.com>
Date: July 22, 2016 at 10:23:34 AM PDT
To: "Kstavrinides@aol.com" <kstavrinides@aol.com>
Subject: AFV broadcast release for Elias (clip #734685)

Hi Kristi-

There are a couple ways we could send your husband the shooter release – you could print off the attached document and have him sign page 7 only or you could send me his email and I can send him the form via DocuSign.

Let me know if you guys choose DocuSign, otherwise you can email or fax the signature back to me. Thanks so much!

Best,

Meg Keedy
Clearance Supervisor
America's Funniest Home Videos
12233 W. Olympic Blvd., Suite 170
Los Angeles, CA 90064

AMERICA'S FUNNIEST HOME VIDEOS

HOME VIDEO

EXCLUSIVE GRANT OF RIGHTS,

APPEARANCE and

SHOOTER RELEASE

(Version 6/3/16)

TO BE SIGNED BY PERSON WHO OWNS VIDEO/RECORDING
OR SHOOTER OF VIDEO/RECORDING
(IF OWNER IS NOT THE SHOOTER)

Dated:

Attn: AFV Clearances
Cara Communications Corporation
d/b/a Vin Di Bona Productions
12233 West Olympic Blvd., Suite 170
Los Angeles, CA 90064

In consideration of one or more of the following, such as the time and resources that Cara Communications Corporation, its affiliates, licensees, successors and assignees (referred to herein as "CARA," "YOU" or "YOUR") expends in evaluating the video ("video" as defined below) that I the undersigned (referred to herein as "I" or "me" , or "we" or "us" respectively) submitted to You, which is owned by me/us and/or in which I appear, for possible inclusion in the program "America's Funniest Home Videos," or other exploitation as You may determine in Your sole discretion, for my desire to gain exposure for myself and/or the Video, the opportunity to be considered to compete for any award thereon, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant to You sole and exclusive ownership of all right, title and interest in and to the Video (Video as herein defined), (excluding any music owned by third parties, if any) regardless of the medium or method I used to submit the Video to You, or the medium or method by which the recording was made. As used herein, Video includes all forms of audio-video recording, and each element contained in the Video, including, without limitation, all copyright and other intellectual property rights therein or thereto, as well as all original materials created by me which are incorporated therein, including, without limitation, all audio and visual material, artwork, dialogue, music and musical compositions, literary material, etc. and all of my Person Rights (as defined below) contained therein (the "Video").

Without limiting the foregoing grant of rights, I understand and agree that my grant to You also includes the exclusive right, license and permission to freely utilize and exploit the Video and/or any portion(s) thereof in any manner. In addition I grant You the right to use my name, voice, likeness, biographical information, appearance and performance in and in connection with the Video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). My grant to You includes use of my Personal Rights and any use You may make of the Video, including, without limitation, any use of the Video in and/or in connection with, any version of "America's Funniest Home Videos," and/or any other program(s), format(s), production(s), compilation(s), service(s), licensing, and/or exploited as an individual clip or part of a larger compilation of clips or portions or elements thereof, commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to "America's Funniest Home Videos," (collectively the "Programs"), and also includes, without limitation, the right to use the Video and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video, including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.; theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions, including, without limitation, any sponsored or commercial use in connection with online banner, "preroll," "postroll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Video itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe

in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively referred to as the "Commercial Rights"). I also understand and agree that You may sell, assign or license Your rights hereunder (in whole or in part) to any third party in Your sole discretion and without providing any further consideration to me.

I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Video and the Personal Rights (the "New Exploitation Rights"). I hereby grant and convey to You, without reservation, any and all New Exploitation Rights in and to the Video and to the Personal Rights, regardless of whether or not I am currently aware of or can foresee such uses.

I understand that You have not promised nor given any assurances that I will receive any prize or other compensation or as to whether or not the Video or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. I understand that any opportunity for the Video to compete to win a prize is governed by the America's Funniest Home Videos Official Contest Rules ("Rules") and that such Rules are available for my review at the www.AFV.com website and I understand that upon my request to You at the address provided above, I have been or will be provided with a printed copy of the Rules. I also understand and accept that the Rules may be updated or changed from time to time at the sole discretion of Cara Communications Corporation d/b/a Vin Di Bona Productions. The Rules are incorporated into this agreement by this reference. I also agree that in the event You receive any inquiry from a government agency or process from a court with jurisdiction over You in regard to the Video, its contents, any prize awarded in connection with the Video and/or my submission of the Video, You may supply a copy of the Video and any information regarding the Video and its submission, as well information regarding any prize awarded thereon in response to such inquiry or process. Further, I agree that the Video may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which You may in Your sole discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by You in Your sole discretion, if at all, You may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Video, and You may use, adapt and modify the Video and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s). I hereby expressly waive on my behalf, and on behalf of my heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.

I hereby release, discharge and hold harmless You, Your affiliates, employees, officers, principals and directors Your licensees, grantees, successors and assignees, the Program(s) broadcasters, American Broadcasting Companies, Inc. ("ABC"), each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that I may have at any time (whether or not I am aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from my submission of the Video to You and the exploitation of any or all of the rights granted to You hereunder, including, without limitation, the rights to the Video, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder; (ii) my participation in any contest and/or sweepstakes and/or the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, contest rules, voting procedures and results, contestant and voter eligibility, determinations of the judges, audiences and/or producers, selection of winners, the awarding of any prize, disqualification decisions, any prior or disparate exposure of the Video or other videos competing for any award or prize, and any and all other matters in connection with any contest and/or sweepstakes; (iii) the public dissemination and/or distribution of the Video including, without limitation, any claim resulting from the piracy or other unauthorized distribution, duplication and/or display of the Video by third parties; (iv) the loss of the Video and/or the failure of the Video to be properly or timely displayed to the public for any reason including, without limitation,

whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever; (v) any Program preemptions (national and/or local, including, without limitation, the market in which I reside) and/or alternate airdates and times, if any, of any fully or partially pre-empted episodes (including, without limitation, any "call-to-vote" episodes), which alternate airdates (if any) may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time; and/or (vi) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

I understand and agree that all rights I may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims in addition to the ones released in this agreement, and I hereby expressly release You from any such unknown and/or unsuspected claims.

I understand that nothing shall require You to include Myself, anyone affiliated with Me or the Video in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within Your sole discretion. I acknowledge that, in the event of a breach of this agreement by You or any third party, the damage, if any, caused to me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Video or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to You herein.

I.) I represent and warrant that the events in the Video purport to be spontaneous and not staged

YES: ☐ NO: ☐

If the events in the Video are not spontaneous or were staged, please describe the circumstances surrounding the events in the video:

II.) I affirm that I have never submitted nor granted any right to the video to any other television or media entity, any website or internet service or operator/provider or to any third party

YES: ☐ NO: ☐

Please list the television programs, websites or media outlets where the video has been shown or displayed to the general public being sure to list web links to the video if applicable:

If You have made any grants of rights to the video, please list all such grant of rights concerning this Video here:

I represent and agree that from the date of my submission of the Video to You, other than as may be stated in this agreement, I have not, and shall not ever submit, or attempt to grant any rights in or to the Video, to any other party including without limitation, any television or media entity, except by private transmission to my family solely for their own private use and with no other rights granted to the Video, and except to social media sites (e.g., YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Video granted to such site, and subject to Cara's rights to remove or have removed the Video pursuant to the Rules. I have not and agree not to take any action that will impair the rights granted to You. I acknowledge and agree that You may at any time eliminate or disqualify any Video from any contest or use based on rights previously granted or prior exhibition.

I represent and warrant that I have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.

I represent and warrant that: (1) a) I am the sole and exclusive owner of the Video because: (i) I shot the Video or (ii) I am the submitter of the Video and the shooter of the Video has transferred all copyright in the Video to Me; b) I have the full right and authority to enter into this agreement and to grant all rights granted herein; and c) I have not granted any third parties any rights to the Video except as specifically disclosed in writing in this Release and I agree I will not take any action to impair the rights I am granting to You; (2) the making, exhibition, distribution and/or other exploitation of the Video in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of my or their privacy or right of publicity; (3) have not falsely identified any individual involved in the shooting of the Video or any individual whose appearance or voice is incorporated in the Video; (4) I have obtained all necessary consents and permissions required for You to exploit the rights granted to You hereunder including, inter alia, any and all intellectual property rights of third parties, all personal appearance/ privacy consents and or releases of anyone identifiable in the Video, all location rights and/or releases, and any other rights and/or releases necessary for Us to fully exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which I provide to You contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted to You pursuant to such consents and/or releases; and (5) the Video and its use by Us does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG, AFTRA, the WGA, etc.). I hereby agree to indemnify, defend and hold You and the Program(s) broadcasters, ABC, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means; and b) the use by Releasees of any of the rights and permissions I have granted herein, and c); any act or omission by me in connection with my submissions or application for or an appearance in the Program.

I understand and agree that employees of Cara and American Broadcasting Companies, Inc., The Walt Disney Company, their parent, subsidiary, and affiliated companies and anyone involved in the production, or administration of the contest, as well as immediate family/same household members of anyone so employed or engaged are not eligible for prize awards.

I represent that I am not (and to the best of my knowledge, that any person appearing in the Video is not) a candidate for public office and will not become such a candidate for Eighteen months from the date I sign this Agreement.

I understand and agree that You may assign Your rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. I understand and agree that I may not grant or purport to grant to any third party the rights granted to You under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. Except for certain types of disputes described in the arbitration section of the Terms of Use, I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Video, and/or to any rights granted hereunder.

I agree to execute any additional documents which You may from time to time submit to me to evidence, establish, maintain, protect, enforce or defend Your exercise and full exploitation of any of the rights I have granted herein including without limitation, Your right, title and interest in and to the Video or any portion or element thereof. If I fail to execute and deliver such documents, it no way invalidates the rights granted herein and further, I hereby appoint You as my attorney-in-fact, with full right of substitution and delegation, to execute any such documents in my name and on my behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

I shall be responsible for and warrant that I will pay all local, state and federal taxes on any prize that I may win. I release You, Your licensees, successors and assigns from all liability for any such taxes. You may deduct or require payment of any such tax before delivery of any prize.

This agreement constitutes the entire understanding between You and Me, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by You and Me. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me in this agreement are true and correct, that the name below is my legal name, and that the signature below is my legal signature.

I understand and am bound by all terms contained in this agreement. Further, I understand that You would not further evaluate the Video without this agreement and that should You include the Video or any portion thereof in any Program(s) or exercise any other rights granted hereunder, You will be doing so in reliance on this agreement.

Signature:

Dated:

Full Name:

Date of Birth:

Address Line 1:

(Street Address, P.O. Box)

Address Line 2:

(Apartment, Suite, Unit, Building, Floor, etc.)

City:

State/Province/Region:

ZIP/Postal Code:

Phone Number:

Email:

**TO BE COMPLETED ONLY IF THE OWNER OF THE VIDEO IS UNDER 18 YEARS OF AGE:
PER CONTEST RULES A MINOR OWNER MUST BE AT LEAST 13 YEARS OF AGE**

Name Of Child:

Date Of Birth:

I represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable. If joint custody, both parents must sign) or (ii) the legal guardian of the minor child (the "Minor") whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing You to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If You elect to seek Court approval of this agreement, I, in consideration of the execution of the agreement by I further agree to cooperate with You to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

Signature:

Dated:

Full Name of
Parent/Guardian:

Date of Birth:

Address Line 1:

(Street Address, P.O. Box)

Address Line 2:

(Apartment, Suite, Unit, Building, Floor, etc.)

City:

State/Province/Region:

ZIP/Postal Code:

Phone Number:

Email:

IF OWNER OF SUBMITTED VIDEO DID NOT SHOOT IT, PLEASE HAVE SHOOTER OF VIDEO READ AND SIGN

I, the undersigned, represent and warrant that I am neither the "Owner" of the Video, nor the "Owner-Shooter," but am simply the "Shooter" of the Video. I represent and warrant that I have read and fully understand the foregoing Home Video Release and Exclusive Grant of Rights (the "Exclusive Release") and agree that the terms used in this paragraph shall have the same meaning as set forth in that agreement. I further warrant and agree that I neither seek nor claim ownership of this Video or any rights in connection with or derived from it, nor will I seek or claim ownership of this Video or any rights therein, and that I agree that any and all prizes or other compensation which might be provided in connection with any the Video or Program(s) and any rights and New Exploitation Rights are, or shall become, the sole property of the "Owner" of the Video. Notwithstanding the foregoing, in the event and to the extent that I own any rights with respect to the Video, for good and valuable consideration, of which I acknowledge its receipt and sufficiency, I hereby irrevocably grant to You, sole and exclusive ownership of all such rights, including, without limitation, all copyright and other intellectual property rights therein or thereto. I hereby grant You the exclusive right, license and permission to freely utilize, exploit, and distribute the Video in any manner and in Your sole discretion, my Personal Rights, and the Commercial Rights in the same manner as Owner granted to You with respect to the exploitation of the Video, Owner's Personal Rights and the Commercial Rights as expressly set forth in the foregoing Exclusive Release. I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me herein are true and correct. All of the foregoing terms and the terms of the Exclusive Release shall be governed by and construed in accordance with the laws of the State of California that apply to contracts which are entered into and fully performed within such State.

Signature:

Dated:

Full Name:

Date of Birth:

Address Line 1:

(Street Address, P.O. Box)

Address Line 2:

(Apartment, Suite, Unit, Building, Floor, etc.)

City:

State/Province/Region:

ZIP/Postal Code:

Phone Number:

Email:

TO BE COMPLETED ONLY IF THE SHOOTER OF VIDEO IS UNDER 18 YEARS OF AGE:

Name of Child:

Date of Birth:

I represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable); or (ii) the legal guardian of the minor child (the "Minor") whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement, including in particular the representations of the Shooter above. As a material part of the consideration inducing You to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If You elect to seek Court approval of this agreement, I, in consideration of the execution of the agreement by You, further agree to cooperate with You to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

Signature:

Dated:

Full Name of
Parent/Guardian:

Date of Birth:

Address Line 1:

(Street Address, P.O. Box)

Address Line 2:

(Apartment, Suite, Unit, Building, Floor, etc.)

City:

State/Province/Region:

ZIP/Postal Code:

Phone Number:

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